



456257 CI
RECORDING REQUESTED BY:

HMS Gateway Office L.P.
 651 Gateway Blvd., Suite 1140
 South San Francisco, CA 94080
 Attention: Karen Ebner

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
 Northern California Region
 700 Heinz Avenue, Suite 200
 Berkeley, California 94702
 Attention: Chief, Northern California
 Coastal Clean-up Operations Branch

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

FIRST AMENDED AND RESTATED COVENANT AND AGREEMENT
 (Health and Safety Code section 25222.1)

ENVIRONMENTAL RESTRICTION (Civil Code section 1471(c))

Re: Parcel 4 and Parcel 5 (of Lot 9)

This First Amended and Restated Covenant and Agreement ("Restated Covenant") is made by and between HMS Gateway Office L.P. (the "Covenantor"), the current owner of property situated in South San Francisco, County of San Mateo, State of California, described as New Parcel A and New Parcel B in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"), and the Department of Toxic Substances Control (the "Department"). The Covenant and Agreement to Restrict Use of Property made March 20, 1991 by Homart Development Co. (the "Original Covenantor") and the Department of Health Services, originally recorded March 29, 1991 as document number 91036078 and rerecorded on April 22, 1991 in the Official Records of the County of San Mateo as document number 91046585 ("Original Covenant"), is hereby amended pursuant to Article IV, Paragraph 4.3 of the Original Covenant. In addition, the Declaration of Covenants Conditions and Restrictions made July 12, 1984 (the "Declaration") by the Original Covenantor is hereby amended pursuant to Paragraph 6 of the Declaration. Pursuant to Civil Code section 1471(c), the Department has determined that this Restated Covenant is reasonably necessary to protect present or future

human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health and Safety Code ("H&SC") section 25260. The Covenantor and the Department, collectively referred to as the "Parties," hereby agree, pursuant to Civil Code section 1471(c) and H&SC section 25222.1, that the use of the Property be restricted as set forth in this Restated Covenant. This Restated Covenant shall amend, restate and replace the Original Covenant and the Declaration in their entirety.

ARTICLE I
STATEMENT OF FACTS

1.01. The Property, consisting of approximately 16.8 acres of land, is located in the area now generally bounded by Oyster Point Boulevard on the north, 601/651 Gateway Blvd. (Lot 1) buildings on the south, and Gateway Boulevard on the east, and Executive Drive on the west, in South San Francisco, San Mateo County, State of California. The Property is more particularly described and depicted in Exhibit "A". Exhibit A, which is attached hereto and incorporated herein by this reference, consists of two legal descriptions that together describe the Property: (1) New Parcel A (a portion of Parcel 4), and (2) New Parcel B (all of Parcel 5 and a portion of Parcel 4).

1.02. A limited portion of the Property is more particularly described as the "Heavy Slag Area" in Exhibit "B". Exhibit B, which is attached hereto and incorporated herein by this reference, consists of two legal descriptions that together describe the Heavy Slag Area on: (1) a portion of Parcel 4, and (2) a portion of Parcel 4 and a portion of Parcel 5. Collectively, the Heavy Slag Areas described in Exhibit B are referred to in this Restated Covenant as the "Restricted Area."

1.03. The Property is a portion of the former site of a steel mill and fabrication plant and the former site of a wire rope manufacturing plant.

1.04 The Property was the subject of investigation by the Original Covenantor, in response to requests by the Department and the Regional Water Quality Control Board, San Francisco Bay Region (the "Regional Board") to determine the nature and extent of industrial



wastes located on the Property and whether the wastes identified presented any significant existing or potential hazard to present or future public health or safety. These investigations detected elevated concentrations of lead, chromium, nickel and zinc (generally referred to as "heavy metals") in soils on the Property. During demolition of the steel mill facilities, certain bricks, slag and other open hearth debris containing heavy metals were deposited in the Restricted Area at a depth of approximately 2 to 4 feet below the then-existing ground surface ("Deposited Materials").

1.05 The Original Covenantor completed the investigation and undertook certain corrective measures to the satisfaction of the Department, including imposing land use restrictions on the Property in the form of the Original Covenant and the Declaration. The Department has since determined, based on information available to the Department and the Department's current site mitigation policies, that the Property does not present any significant existing or potential hazard to present or future public health or safety provided that certain land use restrictions are observed with respect to the Restricted Area.

ARTICLE II

DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Restricted Area.

2.03. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Restricted Area.



ARTICLE III
GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Restated Covenant sets forth protective provisions, covenants, conditions, and restrictions (collectively referred to as "Restrictions"), subject to which the Restricted Area and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25230(a)(1) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Restricted Area; (c) is for the benefit of, and is enforceable by, the Department; and (d) is imposed upon the entire Restricted Area unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25230(a)(1), this Restated Covenant binds all Owners of the Restricted Area, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive Owners of the Restricted Area are expressly bound hereby for the benefit of the Department. Once an Owner or the Covenantor no longer holds title to any portion of the Restricted Area, the Owner or Covenantor shall have no further obligations pursuant to this Restated Covenant, except as to violations of this Restated Covenant occurring as a direct result of the former Owner's or Covenantor's actions during the period of the former Owner's or Covenantor's possession of a portion of the Restricted Area.

3.03. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and every deed and lease for all or any portion of the Restricted Area.

3.04. Conveyance of Restricted Area. Any purchaser of the Restricted Area shall provide notice to the Department not later than sixty (60) days after any conveyance of any ownership interest in the Restricted Area (excluding building space leases and deeds of trust, liens, and other non-possessory encumbrances). Notwithstanding the foregoing, the Owner's failure to give such notice shall not affect the validity of any such conveyance. The Department shall not, by reason of this Restated Covenant, have authority to approve, disapprove, or



otherwise affect any conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Restated Covenant.

ARTICLE IV RESTRICTIONS

4.01. Prohibited Uses. The Restricted Area, and any portion thereof, shall not be used for residential purposes, hospitals for humans, schools for persons under 21 years of age, day-care centers for children, or any permanently occupied human habitation without the prior written approval of the Department. Except for the foregoing specifically prohibited uses, this Restated Covenant does not prohibit use of the Property or any portion thereof, including the Restricted Area, for commercial, hotel (including extended stay hotel), office and research and development purposes as set forth in The Gateway Specific Plan Ordinance No. 868-81 adopted by the City of South San Francisco on July 17, 1981, as amended from time to time.

4.02. Notice Regarding Hazardous Waste Criteria. The Deposited Materials in the Restricted Area of the Property may contain heavy metals that exceed both the soluble threshold limit concentrations (STLC) and the total threshold limit concentration (TTLC) established under the California Hazardous Waste Control Law. The Department has determined, however, that the Deposited Materials do not present any significant existing or potential hazard to present or future public health or safety so long as the Restricted Area is not used in a manner prohibited by Section 4.01 and the Deposited Materials remain undisturbed except for a planned removal from the Property in accordance with the Hazardous Waste Control Law. Soils elsewhere on the Property may contain heavy metal concentrations that exceed the STLC. Soils shall not be removed from the Property without testing to determine whether they are subject to Hazardous Waste Control Law provisions for offsite transportation, reuse and disposal.

4.03. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purpose of this Restated Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment. Nothing in this paragraph shall restrict or diminish any authority to conduct inspections provided to the Department by statute or regulation.



ARTICLE V
ENFORCEMENT

5.01 Enforcement. Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department to require that such Covenantor, Owner or Occupant cease use of any portion of the Restricted Area in violation of the Restrictions. This Restated Covenant shall be enforceable by the Department pursuant to Health and Safety Code, division 20, chapter 6.5, Article 8 (commencing with Section 25180).

5.02 Covenantor's Obligations. Covenantor shall have no obligation to enforce or to police the observance of the Restrictions set forth herein by other Owners or Occupants of the Property or any portion thereof. This Restated Covenant shall not create any private right of action against Covenantor or any another Owner or Occupant of the Property or any portion thereof.

ARTICLE VI
VARIANCE, TERMINATION, AND TERM

6.01. Variance. Owner or, with the Owner's written consent, which shall not be unreasonably withheld, any Occupant of the Property or any portion thereof, may apply to the Department for a written variance from the Restrictions imposed by this Restated Covenant. Such application shall be made in accordance with H&SC section 25233. Any such written variance shall be recorded by the Department in accordance with H&SC section 25233(f).

6.02. Termination or Modification. Owner or, with the Owner's written consent, which shall not be unreasonably withheld, any Occupant of the Property or any portion thereof, may apply to the Department for a termination or modification of the Restrictions or other terms of this Restated Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234. Any such termination or modification shall be recorded by the Department in accordance with H&SC section 25234(f).

6.03. Term. This Restated Covenant shall continue in effect in perpetuity unless: (i) a written variance granted by the Department in accordance with paragraph 6.01 hereof or by law



provides for a finite term; (ii) a modification made pursuant to paragraph 6.02 hereof provides for a finite term; or (iii) it is terminated in accordance with paragraph 6.02 hereof, by law, or by the Department in the exercise of its discretion.

ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Restated Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies, departments or other successor entity(ies).

7.03. Recordation. The Covenantor shall file this Restated Covenant, with all referenced Exhibits, for recording in the official records of the County of San Mateo within ten (10) days after the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Restated Covenant), each such Notice shall be in writing and shall be deemed effective: (i) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (ii) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor:

HMS Gateway Office, L.P.
651 Gateway Blvd., Suite 1140
South San Francisco, CA 94080
Attention: Karen Ebner

with a copy to:

Hines Interests
101 California Street, Suite 1000
San Francisco, CA 94111
Attention: Thomas Kruggel



To Department:

Department of Toxic Substances Control
Northern California Region
700 Heinz Ave., Suite 200
Berkeley, California 94702
Attention: Chief, Northern California Coastal Clean-up Operations Branch

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph. The party giving Notice of a change of address or individual to whose attention a Notice is to be sent shall file such written Notice for recording in the official records of the County of San Mateo within ten (10) days after the effective date of the Notice.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Restated Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06 Statutory References. All statutory references include successor provisions.



7.07 Effective Date. This Restated Covenant shall be effective upon such date that the Restated Covenant is fully executed by Covenantor and the Department.

IN WITNESS WHEREOF, the Parties execute this Restated Covenant.

Covenantor: HMS GATEWAY OFFICE, L.P.,
a Delaware limited partnership

By: Hines Gateway Office, L.P.,
General Partner

By: Hines Interests Limited Partnership,
General Partner

By: Hines Holdings, Inc.,
General Partner

By: 

Name: JAMES C. BUIE JR

Title: EXECUTIVE VICE PRESIDENT

Department: DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By: 

Title: BRANCH CHIEF

Date: Sept 18, 2000



Acknowledgment as to Covenantor HMS Gateway Office L.P.:

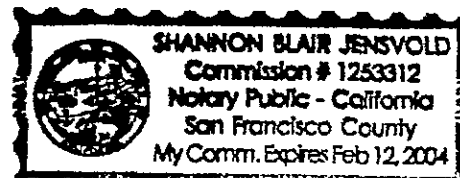
STATE OF CALIFORNIA)

COUNTY OF San Francisco)

On this 31st day of August, in the year 2000 before me Shannon Blair Jensvold, personally appeared James C. Buie, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Shannon Blair Jensvold



Acknowledgment as to Department of Toxic Substances Control:

STATE OF CALIFORNIA)

COUNTY OF Alameda)

On this 18th day of September, in the year 2000 before me Nicole Dee Thuemmler, personally appeared Barbara J. Cook, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Nicole Dee Thuemmler

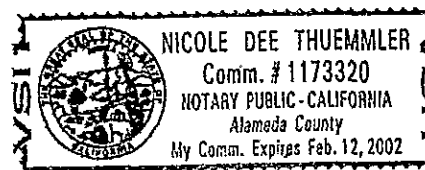


Exhibit A

Description of Property:

**New Parcel A (a portion of Parcel 4) and
New Parcel B (all of Parcel 5 and a portion of Parcel 4)**



PROPERTY DESCRIPTION OF PARCEL A
UPON THE RECORDATION OF THE
LOT LINE ADJUSTMENT

EXHIBIT "C"

LEGAL DESCRIPTION
NEW PARCEL A

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SOUTH SAN FRANCISCO,
COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 4 AS SAID PARCEL IS SHOWN ON PARCEL MAP 98-082
FILED FOR RECORD ON JUNE 9, 1999 IN BOOK 71 OF PARCEL MAPS AT PAGES 55
THROUGH 57, SAN MATEO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID PARCEL 4, SAID CORNER
BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, 94
FEET IN WIDTH, AS SAID BOULEVARD IS SHOWN ON SAID MAP;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, ALONG THE GENERAL
NORTHERLY LINE OF SAID PARCEL 4, THE FOLLOWING FOUR COURSES:

- 1.) WESTERLY ALONG THE ARC OF A 682.00 FOOT RADIUS CURVE TO THE LEFT,
THE CENTER OF WHICH CURVE BEARS SOUTH 4°15'39" EAST, THROUGH A
CENTRAL ANGLE OF 27°44'47", AN ARC DISTANCE OF 330.27 FEET TO A POINT
OF COMPOUND CURVATURE;
- 2.) SOUTHWESTERLY ALONG THE ARC OF A 270.00 FOOT RADIUS, TANGENT
CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°18'10", AN ARC
DISTANCE OF 128.66 FEET TO A POINT OF COMPOUND CURVATURE;
- 3.) SOUTHERLY ALONG THE ARC OF A 130.00 FOOT RADIUS, TANGENT CURVE TO
THE LEFT, THROUGH A CENTRAL ANGLE OF 51°02'48", AN ARC DISTANCE OF
115.82 FEET; AND
- 4.) SOUTH 88°16'54" WEST, 121.98 FEET;

THENCE LEAVING SAID GENERAL NORTHERLY LINE, SOUTH 38°42'41" WEST, 223.44
FEET TO THE GENERAL SOUTHWESTERLY LINE OF SAID PARCEL 4;

THENCE ALONG SAID GENERAL SOUTHWESTERLY LINE, THE FOLLOWING THREE
COURSES:

- 1.) SOUTH 51°17'19" EAST, 317.15 FEET;
- 2.) SOUTH 38°42'41" WEST, 262.50 FEET; AND
- 3.) SOUTH 51°17'19" EAST, 145.00 FEET TO THE SOUTHERLY CORNER OF SAID
PARCEL 4, SAID CORNER BEING A POINT ON THE AFOREMENTIONED WESTERLY
RIGHT OF WAY LINE OF GATEWAY BOULEVARD;


THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, THE
FOLLOWING SEVEN COURSES:

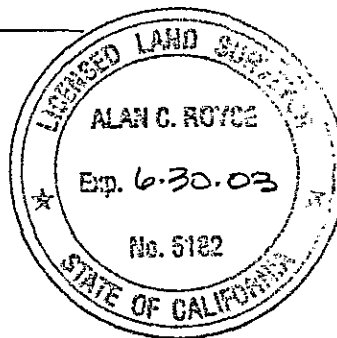


- 1.) NORTH 38°42'41" EAST, 72.64 FEET;
- 2.) NORTH 13°42'41" EAST, 5.92 FEET;
- 3.) NORTH 38°42'41" EAST, 100.00 FEET;
- 4.) NORTH 63°42'41" EAST, 5.92 FEET;
- 5.) NORTH 38°42'41" EAST, 337.77 FEET;
- 6.) NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF A 703.00 FOOT RADIUS, TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41°18'40", AN ARC DISTANCE OF 506.87 FEET; AND
- 7.) NORTH 2°35'59" WEST, 98.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.3568 ACRES MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


ALAN C. ROYCE, LS 5182
LICENSE EXPIRES 6-30-03



2-8-00
DATE

2000-140175
11/08/2000 08:00A
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PROPERTY DESCRIPTION OF PARCEL B
UPON RECORDATION OF THE
LOT LINE ADJUSTMENT

EXHIBIT "D"

LEGAL DESCRIPTION
NEW PARCEL B

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SOUTH SAN FRANCISCO,
COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL 5 AND A PORTION OF PARCEL 4 AS SAID PARCELS ARE SHOWN
ON PARCEL MAP 98-082 FILED FOR RECORD ON JUNE 9, 1999 IN BOOK 71 OF PARCEL
MAPS AT PAGES 55 THROUGH 57, SAN MATEO COUNTY RECORDS, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID PARCEL 5, SAID CORNER
BEING A POINT ON THE WESTERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD, 94
FEET IN WIDTH, AS SAID BOULEVARD IS SHOWN ON SAID MAP;

THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE, ALONG THE GENERAL
SOUTHERLY LINE OF SAID PARCEL 5, THE FOLLOWING FOUR COURSES:

- 1.) WESTERLY ALONG THE ARC OF A 682.00 FOOT RADIUS CURVE TO THE LEFT,
THE CENTER OF WHICH CURVE BEARS SOUTH 4°15'39" EAST, THROUGH A
CENTRAL ANGLE OF 27°44'47", AN ARC DISTANCE OF 330.27 FEET TO A POINT
OF COMPOUND CURVATURE;
- 2.) SOUTHWESTERLY ALONG THE ARC OF A 270.00 FOOT RADIUS, TANGENT
CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°18'10", AN ARC
DISTANCE OF 128.66 FEET TO A POINT OF COMPOUND CURVATURE;
- 3.) SOUTHERLY ALONG THE ARC OF A 130.00 FOOT RADIUS, TANGENT CURVE TO
THE LEFT, THROUGH A CENTRAL ANGLE OF 51°02'48", AN ARC DISTANCE OF
115.82 FEET; AND
- 4.) SOUTH 88°16'54" WEST, 121.98 FEET;

THENCE LEAVING SAID GENERAL SOUTHERLY LINE, SOUTH 38°42'41" WEST, 223.44
FEET TO THE GENERAL SOUTHWESTERLY LINE OF SAID PARCEL 4;

THENCE ALONG SAID GENERAL SOUTHWESTERLY LINE OF PARCEL 4, AND ALONG THE
GENERAL SOUTHWESTERLY LINE OF SAID PARCEL 5, THE FOLLOWING THREE
COURSES:

- 1.) NORTH 51°17'19" WEST, 211.85 FEET;
- 2.) SOUTH 38°42'41" WEST, 161.47 FEET; AND
- 3.) NORTH 51°17'19" WEST, 255.99 FEET TO THE WESTERLY CORNER OF SAID
PARCEL 5;

THENCE ALONG THE GENERAL NORTHWESTERLY LINE OF SAID PARCEL 5, THE
FOLLOWING EIGHT COURSES:



- 1.) NORTH 38°42'41" EAST, 95.97 FEET;
- 2.) NORTH 38°42'27" EAST, 140.73 FEET;
- 3.) SOUTH 51°17'33" EAST, 20.01 FEET;
- 4.) NORTH 38°29'48" WEST, 4.09 FEET;
- 5.) NORTH 38°42'41" EAST, 28.91 FEET;
- 6.) NORTH 51°17'19" WEST, 20.00 FEET;
- 7.) NORTH 38°42'27" EAST, 3.80 FEET; AND
- 8.) NORTH 38°42'41" EAST, 342.38 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 5;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 5, NORTH 88°14'26" EAST, 513.69 FEET TO AN ANGLE POINT THEREIN;


THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 84°19'56" EAST, 199.32 FEET;

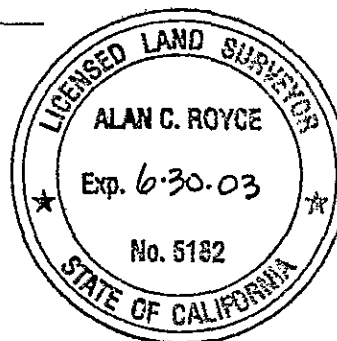
THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF A 30.00 FOOT RADIUS, TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 93°04'05", AN ARC DISTANCE OF 48.73 FEET TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF GATEWAY BOULEVARD;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, SOUTH 2°35'59" EAST, 171.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.4426 ACRES MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


ALAN C. ROYCE, LS 5182
LICENSE EXPIRES 6-30-03



2-8-00
DATE

2000-140175
11/05/2000 08:00A
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Exhibit B

Description of Heavy Slag Areas (the "Restricted Area")

2000-140175
11/08/2000 08:03A
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EXHIBIT "A"
HEAVY SLAG AREA

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SOUTH SAN FRANCISCO,
COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTIONS OF PARCEL 4 AND 5 AS SAID PARCELS ARE SHOWN ON PARCEL
MAP 98-082 FILED FOR RECORD ON JUNE 9, 1999 IN BOOK 71 OF PARCEL MAPS AT
PAGES 55 THROUGH 57, SAN MATEO COUNTY RECORDS, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL 4, DISTANT
THEREON SOUTH 51°17'19" EAST, 8.09 FEET FROM THE WESTERLY MOST CORNER OF
SAID PARCEL 4;

THENCE ALONG SAID SOUTHWESTERLY LINE OF SAID PARCEL 4, AND ALONG THE
SOUTHWESTERLY LINE OF SAID PARCEL 5, THE FOLLOWING THREE COURSES:

- 1.) NORTH 51°17'19" WEST, 211.85 FEET;
- 2.) SOUTH 38°42'41" WEST, 161.47 FEET; AND
- 3.) NORTH 51°17'19" WEST, 83.99 FEET;

THENCE LEAVING SAID SOUTHWESTERLY LINE, NORTH 38°42'41" EAST, 257.51 FEET;

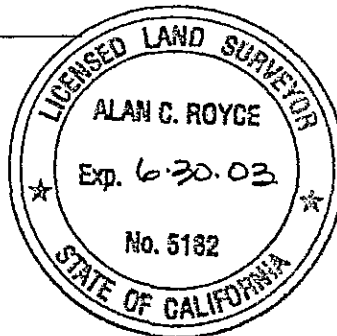
THENCE SOUTH 51°17'19" EAST, 295.84 FEET TO A LINE WHICH BEARS NORTH 38°42'41"
EAST, FROM THE POINT OF BEGINNING;

THENCE SOUTH 38°42'41" WEST, 96.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 41,974 SQUARE FEET MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


ALAN C. ROYCE, LS 5182
LICENSE EXPIRES 6-30-03



2.8.00
DATE

2000-140175
11/08/2000 08:00A
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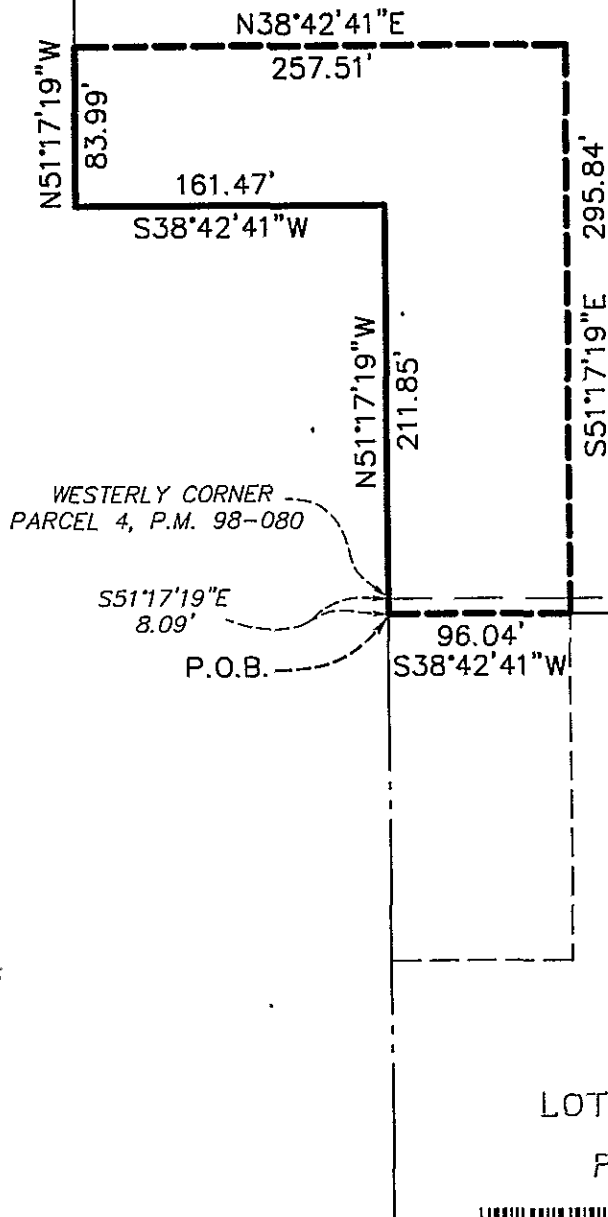


EXECUTIVE DRIVE

PARCEL B
LOT LINE ADJUSTMENT NO. ____

PARCEL 5 - P.M. 98-082

PARCEL 1
PARCEL MAP 98-082



PARCEL A
LOT LINE ADJUSTMENT NO. ____

PARCEL 4 - P.M. 98-082



2000-140175
11/08/2000 08:00A
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KIER & WRIGHT

CIVIL ENGINEERS & SURVEYORS, INC.
5880 West Las Positas Blvd, Suite 34 (925) 734-8060
Pleasanton, California 94588 Fax (925) 734-8064

EXHIBIT "A"
HEAVY SLAG AREA
PARCEL B
L.L.A. 99-__

SCALE	1" = 100'
DATE	FEB. 2000
BY	ACR
JOB NO.	99628

EXHIBIT "A"
HEAVY SLAG AREA

LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SOUTH SAN FRANCISCO,
COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 4 AS SAID PARCEL IS SHOWN ON PARCEL MAP 98-082
FILED FOR RECORD ON JUNE 9, 1999 IN BOOK 71 OF PARCEL MAPS AT PAGES 55
THROUGH 57, SAN MATEO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF SAID PARCEL 4, DISTANT
THEREON SOUTH 51°17'19" EAST, 8.09 FEET FROM THE WESTERLY MOST CORNER OF
SAID PARCEL 4;

THENCE ALONG SAID SOUTHWESTERLY LINE OF PARCEL 4, SOUTH 51°17'19" EAST,
181.51 FEET;


THENCE LEAVING SAID SOUTHWESTERLY LINE OF PARCEL 4, NORTH 38°42'41" EAST,
96.04 FEET;

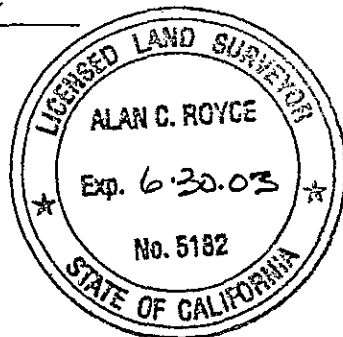
THENCE NORTH 51°17'19" WEST, 181.51 FEET TO A LINE WHICH BEARS NORTH 38°42'41"
EAST FROM THE POINT OF BEGINNING;

THENCE SOUTH 38°42'41" WEST, 96.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,432 SQUARE FEET MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


ALAN C. ROYCE, LS 5182
LICENSE EXPIRES 6-30-03



2-8-00
DATE



2000-140175
11/08/2000 08:00A
DR Page: 19 of 20

EXECUTIVE DRIVE

PARCEL B
LOT LINE ADJUSTMENT NO. ____
PARCEL 5 - P.M. 98-082

PARCEL 1
PARCEL MAP 98-082

WESTERLY CORNER
PARCEL 4, P.M. 98-080

S51°17'19"E
8.09'

P.O.B.

S38°42'41"W
96.04'

S51°17'19"E
181.51'

N51°17'19"W
181.51'

96.04'
N38°42'41"E

PARCEL A
LOT LINE ADJUSTMENT NO. ____
PARCEL 4 - P.M. 98-082



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11/08/2000 08:00A
OR Page: 20 of 20



KIER & WRIGHT

CIVIL ENGINEERS & SURVEYORS, INC.
5880 West Las Positas Blvd, Suite 34 (925) 734-8060
Pleasanton, California 94588 Fax (925) 734-8064

EXHIBIT "A"
HEAVY SLAG AREA
PARCEL A
L.L.A. 99-__

SCALE	1" = 100'
DATE	FEB. 2000
BY	ACR
JOB NO.	99628

RECORDING REQUESTED BY:

Gateway Center LLC
c/o Boston Properties, Inc.
Four Embarcadero Center
Lobby Level, Suite 1
San Francisco, CA 94111

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Northern California Region
700 Heinz Avenue, Suite 200
Berkeley, California 94702
Attention: Chief, Northern California
Coastal Clean-up Operations Branch



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

FIRST AMENDED AND RESTATED COVENANT AND AGREEMENT
(Health & Safety Code section 25222.1)

ENVIRONMENTAL RESTRICTION (Civil Code section 1471(c))

Re: Parcel 1 (of Lot 1)

2/ This First Amended and Restated Covenant and Agreement ("Restated Covenant") is made by and between Gateway Center LLC ("Covenantor"), the current owner of the property situated in South San Francisco, County of San Mateo, State of California, described in Exhibit "A," which is attached hereto and incorporated herein by this reference (the "Property") and the Department of Toxic Substances Control ("Department"). The Declaration of Covenants Conditions and Restrictions made July 12, 1984 by Homart Development Co. ("Original Covenantor"), recorded on August 14, 1984 in the Official Records of the County of San Mateo as document number 84089729 ("Declaration"), is hereby amended pursuant to Paragraph 6 of the Declaration. Pursuant to Civil Code section 1471(c), the Department has determined that this Restated Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in Health & Safety Code ("H&SC") section 25260. Covenantor and the Department, collectively referred to as the "Parties,"

hereby agree, pursuant to Civil Code section 1471(c) and H&SC section 25222.1, that the use of the Property be restricted as set forth in this Restated Covenant. This Restated Covenant shall amend, restate and replace the Declaration in its entirety.

ARTICLE I

STATEMENT OF FACTS

1.01. The Property, totaling approximately 22.3 acres, is located in the area now generally bounded by 701 Gateway and surface parking to the north, Executive Drive on the west, Gateway Boulevard on the east, and Corporate Drive on the south, in the City of South San Francisco, County of San Mateo, State of California. The Property is more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference.

1.02. A limited portion of the Property is more particularly described as the "Heavy Slag Area" in Exhibit "B," which is attached hereto and incorporated herein by this reference. The Heavy Slag Area described in Exhibit B is referred to in this Restated Covenant as the "Restricted Area."

1.03. The Property is the former site of a steel mill and fabrication plant and was the subject of an investigation by the Original Covenantor, in response to requests of the California Department of Health Services, Toxic Substances Control Program (now the Department) and the Regional Water Quality Control Board, San Francisco Bay Region (the "Regional Board"), to determine whether certain hazardous wastes were located on the Property and whether the wastes identified presented any significant existing or potential hazard to present or future public health or safety. These investigations detected elevated concentrations of lead, chromium, nickel and zinc (generally referred to as "heavy metals") in soils on the Property. During demolition of the steel mill facilities, certain bricks, slag and other open hearth debris containing heavy metals were deposited in the Restricted Area at a depth of approximately 2 to 4 feet below the then-existing ground surface ("Deposited Materials").

1.04. The Original Covenantor completed the investigation and undertook certain corrective measures to the satisfaction of the Department, including the imposition of certain



land use restrictions on the Property in the form of the Declaration. The Department has since determined, based on information available to the Department and the Department's current site mitigation policies, that the Property does not present any significant existing or potential hazard to present or future public health or safety provided that certain land use restrictions are observed with respect to the Restricted Area.

1.05. The Department has determined that it is no longer necessary to observe the land use restrictions contained in the Declaration with regard to the remainder of the Property identified in Exhibit A other than the Restricted Area, or with regard to any other lot or parcel identified on Exhibit A of the Declaration.

ARTICLE II

DEFINITIONS

2.01. Department. "Department" means the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Restricted Area.

2.03. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Restricted Area.

ARTICLE III

GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Restated Covenant sets forth protective provisions, covenants, conditions, and restrictions (collectively referred to as "Restrictions"), subject to which the Restricted Area and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land pursuant to H&SC section 25230(a)(1) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the



Restricted Area; (c) is for the benefit of, and is enforceable by, the Department; and (d) is imposed upon the entire Restricted Area unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to H&SC section 25230(a)(1), this Restated Covenant binds all Owners of the Restricted Area, their heirs, successors, and assignees, and the agents, employees, and lessees of the owners, heirs, successors, and assignees. Pursuant to Civil Code section 1471(b), all successive Owners of the Restricted Area are expressly bound hereby for the benefit of the Department. Once an Owner or the Covenantor no longer holds title to any portion of the Restricted Area, the Owner or Covenantor shall have no further obligation pursuant to this Restated Covenant, except as to violations of this Restated Covenant occurring as a direct result of the former Owner's or Covenantor's actions during the period of the former Owner's or Covenantor's possession of a portion of the Restricted Area.

3.03. Incorporation into Deeds and Leases. The Restrictions set forth herein shall be incorporated by reference in each and every deed and lease for all or any portion of the Restricted Area.

3.04. Conveyance of Restricted Area. Any purchaser of the Restricted Area shall provide notice to the Department not later than sixty (60) days after any conveyance of any ownership interest in the Restricted Area (excluding building space leases and deeds of trust, liens, and other non-possessory encumbrances). Notwithstanding the foregoing, the Owner's failure to give such notice shall not affect the validity of any such conveyance. The Department shall not, by reason of this Restated Covenant, have authority to approve, disapprove, or otherwise affect any conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Restated Covenant.

ARTICLE IV

RESTRICTIONS

4.01. Prohibited Uses. The Restricted Area, or any portion thereof, shall not be used for residential purposes, hospitals for humans, schools for persons under 21 years of age,



day-care centers for children, or any permanently occupied human habitation without the prior written approval of the Department. Except for the foregoing specifically prohibited uses, this Restated Covenant does not prohibit use of the Property or any portion thereof, including the Restricted Area, for commercial, hotel (including extended stay hotel), office and research and development purposes as set forth in The Gateway Specific Plan Ordinance No. 868-81 adopted by the City of South San Francisco on July 17, 1981, as amended from time to time.

4.02. Notice Regarding Hazardous Waste Criteria. The Deposited Materials in the Restricted Area of the Property may contain heavy metals that exceed both the soluble threshold limit concentration (STLC) and the total threshold limit concentration (TTLC) established under the California Hazardous Waste Control Law. The Department has determined, however, that the Deposited Materials do not present any significant existing or potential hazard to present or future public health or safety so long as the Restricted Area is not used in a manner prohibited by Section 4.01 and the Deposited Materials remain undisturbed except for a planned removal from the Property in accordance with the Hazardous Waste Control Law. Soils elsewhere on the Property may contain heavy metal concentrations that exceed the STLC. Soils shall not be removed from the Property without testing to determine whether they are subject to Hazardous Waste Control Law provisions for offsite transportation, reuse and disposal.

4.03. Access for Department. The Department shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Restated Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment. Nothing in this paragraph shall restrict or diminish any authority to conduct inspections provided to the Department by statute or regulation.

ARTICLE V

ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor, Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department to



require that such Covenantor, Owner or Occupant cease use of any portion of the Restricted Area in violation of the Restrictions. This Restated Covenant shall be enforceable by the Department pursuant to Health and Safety Code, division 20, chapter 6.5, Article 8 (commencing with Section 25180).

5.02. Covenantor's Obligations. Covenantor shall have no obligation to enforce or to police the observance of the Restrictions set forth herein by other Owners or Occupants of the Property or any portion thereof. This Restated Covenant shall not create any private right of action against Covenantor or any other Owner or Occupant of the Property or any portion thereof.

ARTICLE VI

VARIANCE, TERMINATION AND TERM

6.01. Variance. Owner or, with the Owner's written consent, which shall not be unreasonably withheld, any Occupant of the Property or any portion thereof, may apply to the Department for a written variance from the Restrictions imposed by this Restated Covenant. Such application shall be made in accordance with H&SC section 25233. Any such written variance shall be recorded by the Department in accordance with H&SC section 25233(f).

6.02. Termination or Modification. Owner or, with the Owner's written consent, which shall not be unreasonably withheld, any Occupant of the Property or any portion thereof, may apply to the Department for a termination or modification of the Restrictions or other terms of this Restated Covenant as they apply to all or any portion of the Property. Such application shall be made in accordance with H&SC section 25234. Any such termination or modification shall be recorded by the Department in accordance with H&SC section 25234(f).

6.03. Term. This Restated Covenant shall continue in effect in perpetuity unless: (i) a written variance granted by the Department in accordance with paragraph 6.01 hereof or by law provides for a finite term; (ii) a modification made pursuant to paragraph 6.02 hereof provides for a finite term; or (iii) it is terminated in accordance with paragraph 6.02 hereof, by law, or by the Department in the exercise of its discretion.



ARTICLE VII
MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Restated Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portions thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies, departments or other successor entity(ies).

7.03. Recordation. The Covenantor shall file this Restated Covenant, with all referenced Exhibits, for recording in the official records of the County of San Mateo within ten (10) days after the Covenantor's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Restated Covenant), each such Notice shall be in writing and shall be deemed effective: (i) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (ii) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor:

Gateway Center LLC
c/o Boston Properties, Inc.
Four Embarcadero Center
Lobby Level, Suite 1
San Francisco, CA 94111

To Department:

Department of Toxic Substances Control
Northern California Region
700 Heinz Avenue, Suite 200
Berkeley, California 94702
Attention: Chief
Northern California Coastal Clean-up Operations Branch



Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph. The party giving Notice of a change of address or individual to whose attention a Notice is to be sent shall file such written Notice for recording in the official records of the County of San Mateo within ten (10) days after the effective date of the Notice.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Restated Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Statutory References. All statutory references include successor provisions.

7.07. Effective Date. This Restated Covenant shall be effective upon such date that the Restated Covenant is fully executed by Covenantor and the Department.

IN WITNESS WHEREOF, the Parties execute this Restated Covenant.

Covenantor: GATEWAY CENTER LLC

By: 

Title: BOB PESTER
SENIOR VICE PRESIDENT
AND REGIONAL MANAGER

Date: 8-28-2000

Department: DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By: 

Title: Branch Chief

Date: Sept 18, 2000



Acknowledgment as to Covenantor Gateway Center LLC:

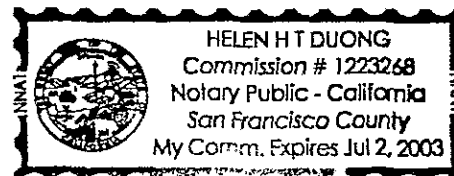
STATE OF CALIFORNIA)

COUNTY OF San Francisco)

On this 28th day of August, in the year 2000 before me
Helen H.T. Duong, personally appeared Bob Pester
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the
same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Helen H.T. Duong



Acknowledgment as to Department of Toxic Substances Control:

STATE OF CALIFORNIA)

COUNTY OF Alameda)

On this 18th day of September, in the year 2000 before me
Nicole Dee Thuemmler, personally appeared Barbara J Cook
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the
same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Nicole Dee Thuemmler

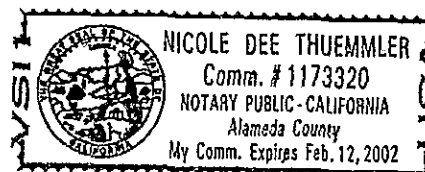


Exhibit A

Description of Parcel 1



Brian Kangas Foulk

Engineers • Surveyors • Planners

March 22, 1999

BKF Job No.: 970163-15

DESCRIPTION OF PARCEL 1

All that real property situate in the City of South San Francisco, County of San Mateo, State of California being a portion of Lot 1, as said lot is shown on that certain map entitled "Gateway Center" filed for record on October 1, 1982 in Book 107 of Maps at pages 27 through 30, inclusive, in the Office of the Recorder of San Mateo County, and being more particularly described as follows:

BEGINNING at the most westerly corner of said Lot 1; thence along the southeasterly line of Industrial Way, as said way is shown on said map, North 38°42'41" East, a distance of 363.86 feet; thence leaving said line South 51°17'19" East, a distance of 513.14 feet; thence North 38°42'41" East, a distance of 68.59 feet; thence North 21°50'03" East, a distance of 191.10 feet; thence North 21°08'11" West, a distance of 171.22 feet; thence North 51°17'19" West, a distance of 309.61 feet to said southeasterly line of Industrial Way; thence along said southeasterly line North 38°42'41" East, a distance of 379.67 feet; thence leaving said line South 51°17'19" East, a distance of 255.99 feet; thence North 38°42'41" East, a distance of 161.47 feet to the northeasterly line of said Lot 1; thence along said northeasterly line South 51°17'19" East, a distance of 529.00 feet; thence leaving said line South 38°42'41" West, a distance of 262.50 feet; thence South 51°17'19" East, a distance of 145.00 feet to the northwesterly line of Gateway Boulevard, as said boulevard is shown on said map; thence along said northwesterly line South 38°42'41" West, a distance of 40.00 feet; thence leaving said line North 51°17'19" West, a distance of 275.00 feet; thence South 38°42'41" West, a distance of 334.51 feet; thence South 51°17'19" East, a distance of 208.48 feet to said northwesterly line of Gateway Boulevard and the beginning of a non-tangent curve to the right, from which point a radial line bears North 26°09'44" West; thence along said northwesterly line the following four courses:

1. along said curve having a radius of 703.00 feet, through a central angle of 02°14'45", an arc length of 27.56 feet
2. South 66°05'01" West, a distance of 359.00 feet to the beginning of a tangent curve to the left
3. along said curve having a radius of 797.00 feet, through a central angle of 27°22'20", an arc length of 380.76 feet
4. South 38°42'41" West, a distance of 55.00 feet to the most easterly corner of Parcel C, as said parcel is shown on that certain Parcel Map filed for record on December 12, 1989 in Book 63 of Maps at pages 32 through 33, inclusive, in the Office of the Recorder

Exhibit "A"

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Brian Kangas Foulk

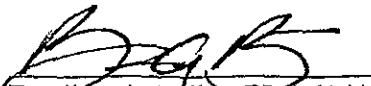
Engineers • Surveyors • Planners

of San Mateo County; thence along the northeasterly line of said Parcel C, the following four courses:

1. North $51^{\circ}17'19''$ West, a distance of 50.00 feet to the beginning of a tangent curve to the right
2. along said curve having a radius of 200.00 feet, through a central angle of $53^{\circ}02'26''$, an arc length of 185.15 feet to the beginning of a reverse curve
3. along said curve having a radius of 200.00 feet, through a central angle of $53^{\circ}02'26''$, an arc length of 185.15 feet
4. North $51^{\circ}17'19''$ West, a distance of 227.83 feet to the POINT OF BEGINNING and containing an area of 16.77755 acres, more or less.

A plat showing the above described parcel is attached hereto and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.


Bradley A. Bilbo, PLS 6141

Expires: 03/31/2002

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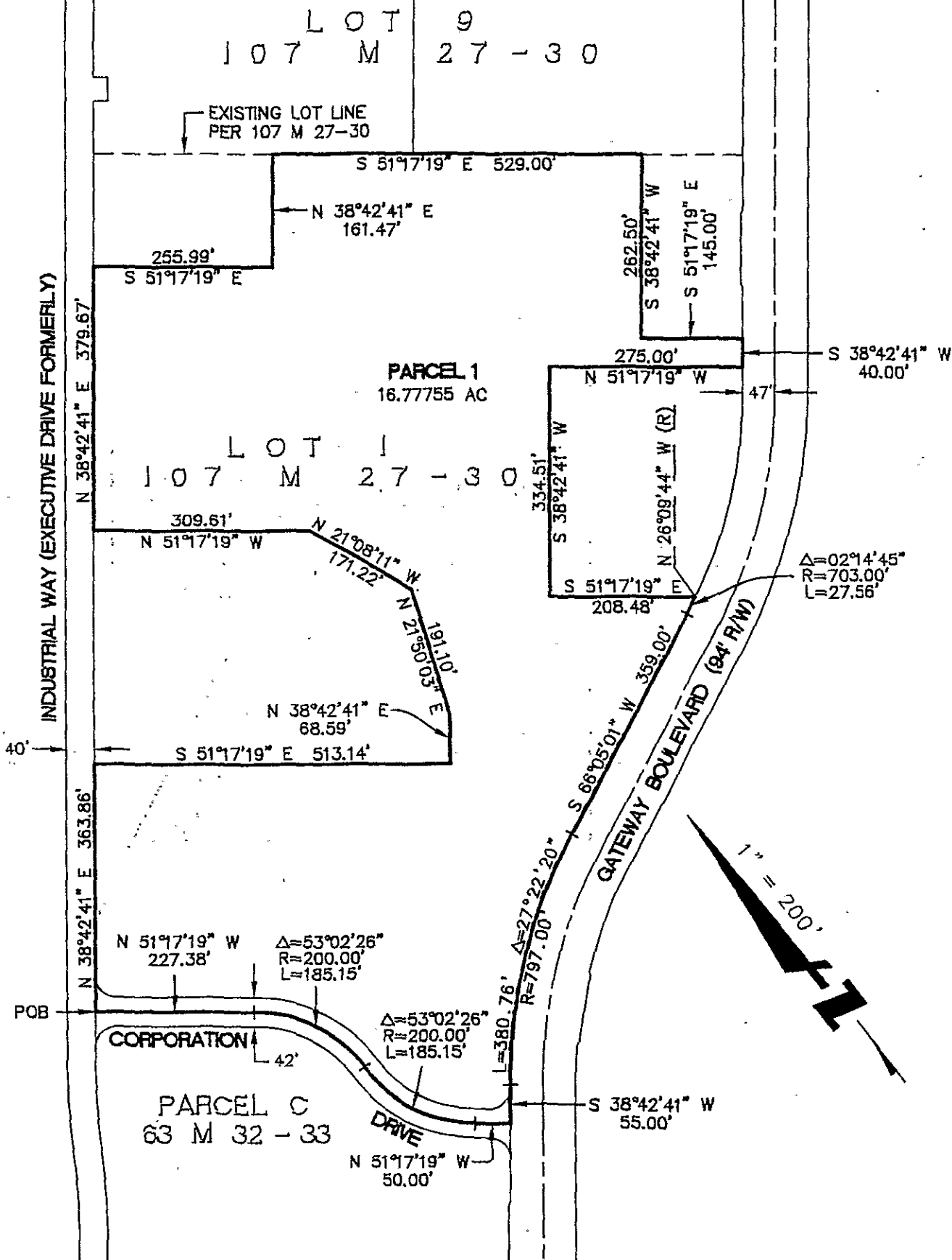


March 25, 1999
Date:

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Exhibit "A"
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Lot name: PARCEL-1

North: 10497.8209	East: 9633.9131
Line Course: N 38-42-41 E	Length: 363.86
North: 10781.7430	East: 9861.4703
Line Course: S 51-17-19 E	Length: 513.14
North: 10460.8264	East: 10261.8766
Line Course: N 38-42-41 E	Length: 68.59
North: 10514.3476	East: 10304.7726
Line Course: N 21-50-03 E	Length: 191.10
North: 10691.7389	East: 10375.8468
Line Course: N 21-08-11 W	Length: 171.22
North: 10851.4400	East: 10314.1067
Line Course: N 51-17-19 W	Length: 309.61
North: 11045.0694	East: 10072.5161
Line Course: N 38-42-41 E	Length: 379.67
North: 11341.3283	East: 10309.9609
Line Course: S 51-17-19 E	Length: 255.99
North: 11181.2327	East: 10509.7114
Line Course: N 38-42-41 E	Length: 161.47
North: 11307.2287	East: 10610.6944
Line Course: S 51-17-19 E	Length: 529.00
North: 10976.3933	East: 11023.4764
Line Course: S 38-42-41 W	Length: 262.50
North: 10771.5629	East: 10859.3094
Line Course: S 51-17-19 E	Length: 145.00
North: 10680.8803	East: 10972.4538
Line Course: S 38-42-41 W	Length: 40.00
North: 10649.6680	East: 10947.4379
Line Course: N 51-17-19 W	Length: 275.00
North: 10821.6524	East: 10732.8537
Line Course: S 38-42-41 W	Length: 334.51
North: 10560.6322	East: 10523.6519
Line Course: S 51-17-19 E	Length: 208.48
North: 10430.2493	East: 10686.3301
Curve Length: 27.56	Radius: 703.00
Delta: 2-14-45	Tangent: 13.78
Chord: 27.55	Course: S 64-57-39 W
Course In: N 26-09-44 W	Course Out: S 23-54-59 E
RP North: 11061.2264	East: 10376.3675
End North: 10418.5874	East: 10661.3659
Line Course: S 66-05-01 W	Length: 359.00
North: 10273.0477	East: 10333.1903
Curve Length: 380.76	Radius: 797.00
Delta: 27-22-20	Tangent: 194.08
Chord: 377.14	Course: S 52-23-51 W
Course In: S 23-54-59 E	Course Out: N 51-17-19 W
RP North: 9544.4797	East: 10656.2966
End North: 10042.9217	East: 10034.3926
Line Course: S 38-42-41 W	Length: 55.00
North: 10000.0049	East: 9999.9957
Line Course: N 51-17-19 W	Length: 50.00
North: 10031.2748	East: 9960.9804
Curve Length: 185.15	Radius: 200.00
Delta: 53-02-26	Tangent: 99.80
Chord: 178.61	Course: N 24-46-06 W
Course In: N 38-42-41 E	Course Out: N 88-14-53 W
RP North: 10187.3360	East: 10086.0600

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End North: 10193.4505 East: 9886.1535
Curve Length: 185.15 Radius: 200.00
Delta: 53-02-26 Tangent: 99.80
Chord: 178.61 Course: N 24-46-06 W
Course In: N 88-14-53 W Course Out: N 38-42-41 E
RP North: 10199.5649 East: 9686.2470
End North: 10355.6262 East: 9811.3265
Line Course: N 51-17-19 W Length: 227.38
North: 10497.8291 East: 9633.9005

Perimeter: 5679.13 Area: 730,830. sq.ft. 16.77755 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0150 Course: N 56-40-04 W
Error North: 0.00825 East: -0.01255
Precision 1: 378,118.93

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11/08/2000 08:00A
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Exhibit B

Description of Heavy Slag Area (the "Restricted Area")

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11/08/2000 08:00A
DR Page: 15 of 19



Brian Kangas Foulk

Engineers • Surveyors • Planners

March 23, 1999

BKF Job No.: 970163-15


DESCRIPTION OF HEAVY SLAG AREA

All that real property situate in the City of South Francisco, County of San Mateo, State of California being a portion of Lot 1, as said lot is shown on that certain map entitled "GATEWAY CENTER", filed for record on October 1, 1982 in Book 107 of Maps at pages 27 through 30, inclusive, in the Office of the Recorder of San Mateo County, and being more particularly described as follows:

BEGINNING at the most northerly corner of said Lot 1; thence along the northeasterly line of said Lot 1, South $51^{\circ}17'19''$ East, a distance of 256.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said line South $51^{\circ}17'19''$ East, a distance of 393.11 feet; thence leaving said line South $38^{\circ}42'41''$ West, a distance of 495.56 feet; thence North $51^{\circ}17'19''$ West, a distance of 477.10 feet; thence North $38^{\circ}42'41''$ East, a distance of 334.10 feet; thence South $51^{\circ}17'19''$ East, a distance of 83.99 feet; thence North $38^{\circ}42'41''$ East, a distance of 161.47 feet to the TRUE POINT OF BEGINNING and containing an area of 5.11644 acres, more or less.

A plat showing the above described parcel is attached hereto and made a part hereof as "Exhibit B".

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

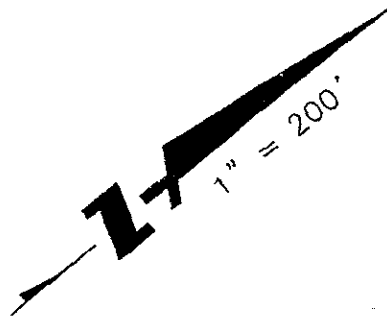

Bradley A. Bilbo, PLS 6141
Expires: 03/31/2002
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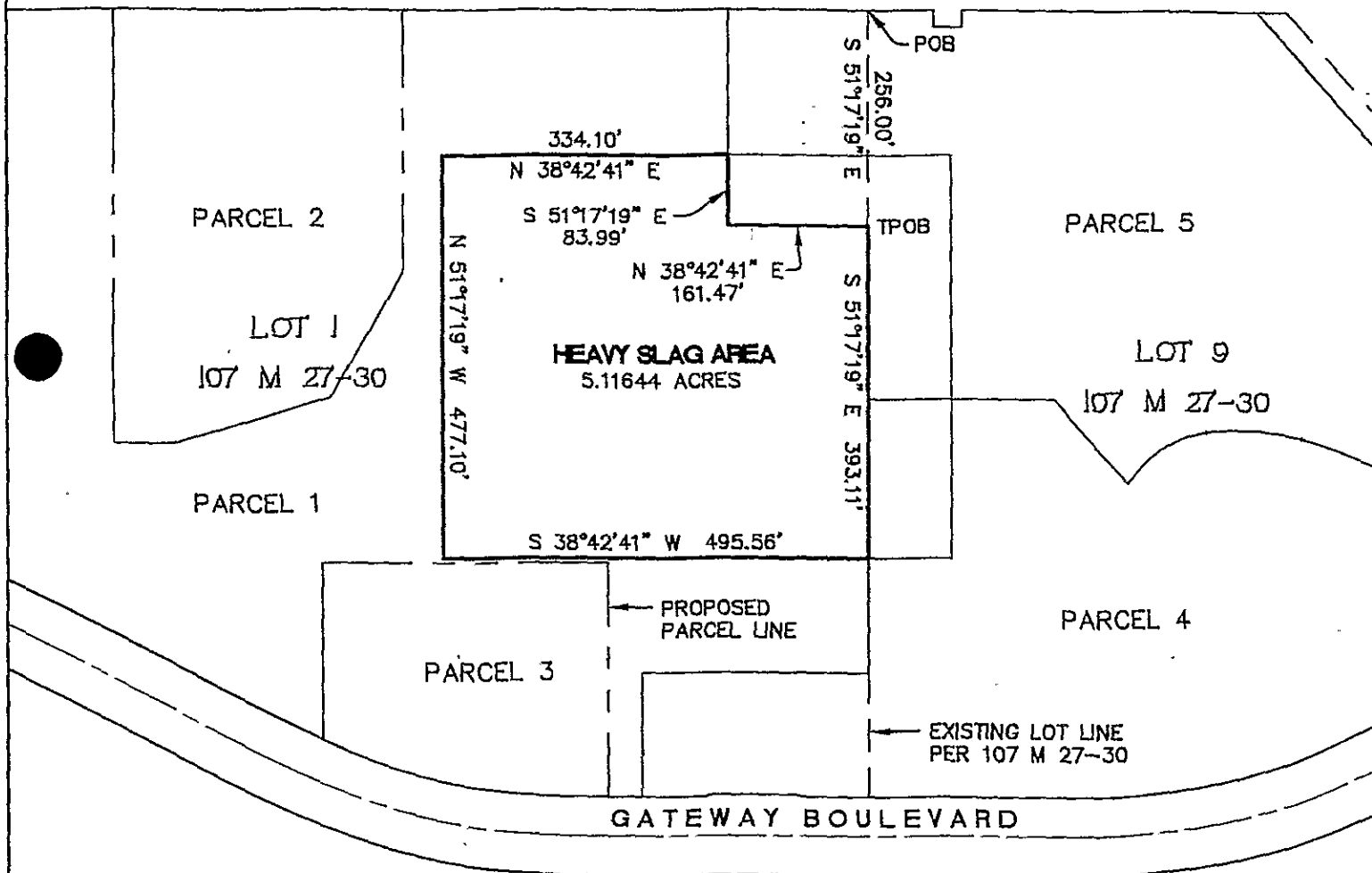
March 25, 1999
Date:

Exhibit "A"
Page 1 of 1





INDUSTRIAL WAY (EXECUTIVE WAY FORMERLY)



2000-140176

11/08/2000 08:00A
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Brian Kangas Foulk
Engineers • Surveyors • Planners

540 Price Avenue
Redwood City, CA 94063
415/482-6300
415/482-6399 (FAX)

Subject HEAVY SLAG AREA LOT 1
EXHIBIT "B"
Job No. 970163-15
By KV Date 03/23/99 Chkd. BAB

Lot name: GASLAG-1

North:	11307.2221	East:	10610.6975
Line Course:	S 51-17-19 E	Length:	393.11
North:	11061.3720	East:	10917.4436
Line Course:	S 38-42-41 W	Length:	495.56
North:	10674.6835	East:	10607.5215
Line Course:	N 51-17-19 W	Length:	477.10
North:	10973.0608	East:	10235.2375
Line Course:	N 38-42-41 E	Length:	334.10
North:	11233.7611	East:	10444.1829
Line Course:	S 51-17-19 E	Length:	83.99
North:	11181.2339	East:	10509.7208
Line Course:	N 38-42-41 E	Length:	161.47
North:	11307.2299	East:	10610.7037

Perimeter: 1945.33 Area: 222,872. sq.ft. 5.11644 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0100 Course: N 38-42-41 E
Error North: 0.00780 East: 0.00625
Precision 1: 194,533.00



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